

# LawRD Terms of Service

**Effective Date: October 15, 2008**

## Introduction

Welcome to the web site of LAW RD ("Service"), a **muchBeta, S.A.** ("muchBeta," or "mB", "we" or "us") web based service. **muchBeta** is the sole owner of this Site. Set out below are terms and conditions for use of the Service.

Before you register with the Service, you must read and agree to this Terms of Service ("TOS"). By using the Service, you agree to be bound by the TOS and you agree that it is enforceable as if it were a written negotiated agreement signed by **muchBeta, S.A.** and you ("you" or "holder").

You agree to be bound by these terms if you use our services. **muchBeta** reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the TOS. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <http://www.lawrd.com/terms>.

Be sure to check this page periodically for updates, as your continued use of the Service signifies your acceptance of any changed items.

Violation of any of the terms below will result in the termination of your Account.

## Accepting the Terms

1. In order to use the Service, you must firstly agree to the Terms. You may not use the Service if you do not accept the Terms of Service.
2. You understand and agree that **muchBeta** will treat your use of the LAW RD service as acceptance of the TOS from that point onwards.
3. Subscribers are responsible for all use of the Service by Authorized Users on the list of active Authorized Users associated with their subscription to the Service.
4. Before you continue, you should print off or save a local copy of the Terms for your records.

## Language of the Terms

1. Where **muchBeta** has provided you with a translation of the English language version of the TOS, then you agree that the translation is provided for your convenience only and that the English language versions of the TOS will govern your relationship with **muchBeta**.
2. If there is any contradiction between what the English language version of the TOS says and what a translation says, then the English language version shall take precedence.

## Account Terms

1. You must be 18 years or older to use the Service and you may not be a person barred from receiving the Service under the laws of the country in which you are resident or from which you use the Service.
2. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
3. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup and billing process.
4. Your login may only be used by one person – a single login shared by multiple people is not permitted. We charge for each account created. You may create separate logins for as many people as you want.
5. You are responsible for maintaining the security of your account and password. **muchBeta** cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. If you become aware of any unauthorized use of your account, you agree to notify **muchBeta** immediately.
6. You are responsible for all content posted and activity that occurs under your account (even when content is posted by others who have accounts under your account).
7. You are not permitted to block ads if you are using a free account.
8. One person or legal entity may not maintain more than one free account.
9. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

#### **Payment, Refunds, Upgrading and Downgrading Terms**

1. A valid credit card is required for paying accounts. Visa, Mastercard, American Express, Discovery or Paypal account are acceptable.
2. Free accounts are not required to provide a credit card number.
3. After you initial sign up for an account, you have 30 days to use the Service free of charge. During this free trial period you will be asked to provide us your billing information. That information will only be used in case you decide to continue to use the system beyond your free trial period.
4. If you don't cancel your account within those 30 days, you will be billed monthly starting on the 1st day of the following billing cycle. If you do cancel your account within those 30 days, you will not be billed.
5. The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.
6. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities.
7. Billing to countries outside the EU is exempt of VAT. If you are from an EU country and are exempt from this tax, your status must be confirmed at VAT Information Exchange System (VIES).
8. For any number of registered, will only be effective at the beginning of your next billing cycle.
9. Downgrading your number of users service may cause the loss of Content, features, or capacity of your Account. **muchBeta** does not accept any liability for such a loss.

10. You authorize **muchBeta** to process your personal data destined to the execution of this Terms of Service.

#### General Conditions

1. Technical support is only provided to paying account holders and is only available through the Support or Feedback link in the global navigation bar of the Service, at the top of the screen.
2. The service is provided on an “as is” and “as available” basis. Your use of the Service is at your sole risk.
3. You understand that **muchBeta** uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, **muchBeta**, or any other **muchBeta** service.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by **muchBeta, SA**.
6. You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
7. You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.
8. You must not transmit any worms or viruses or any code of a destructive nature.
9. We reserve the right, at any time, if your bandwidth usage exceeds 10 gigabytes per month (10Gb/month), or significantly exceeds the average bandwidth usage, as determined solely by **muchBeta**, to immediately disable your subscription or throttle your file hosting until you can reduce your bandwidth consumption.
10. **muchBeta** does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
11. You expressly understand and agree that **muchBeta** shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if **muchBeta** has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
12. The failure of **muchBeta** to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and **muchBeta** and govern your use of the Service, superseding any prior agreements between

you and muchBeta (including, but not limited to, any prior versions of the Terms of Service).

13. During a paying subscription and/or upon cancellation or termination of the subscription, the account owner, and the account owner only, has the possibility to download a file with all Content associated with such subscription. That file can be stored in any digital medium with enough free space for it, such as a hard drive on a computer. This way, that Content can be imported in other pieces of software such as spreadsheets, databases or other systems.
14. For all legal issues concerning this contract, you agree that Portuguese legislation and the Oporto Court, without regard to principles of conflict of laws, will govern these TOS and any dispute of any sort that might arise between you and **muchBeta**.

#### **Modifications to the Service and Prices**

1. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the LAWRD Site or the Service itself.
2. mB reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
3. mB shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

#### **Cancellation and Termination**

1. You may cancel your account at any time by clicking on the “My Account” link in the global navigation bar of the Service, at the top of the screen. The Account screen provides a simple no questions asked cancellation link for “Permanently Close Account”.
2. You are solely responsible for properly cancelling your account. An email or phone request to cancel your account is not considered cancellation.
3. Upon cancellation or termination of a subscription, the account owner, and the account owner only, has the possibility to download a file with all content associated with such subscription. That file can be stored in any digital medium with enough free space for it, such as a hard drive on a computer. This way, that content can be imported in other pieces of software such as spreadsheets, databases or other systems.
4. All of your content will be immediately deleted from our servers upon cancellation. This information cannot be recovered once your account is cancelled.
5. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.
6. **muchBeta**, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other mB service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your Account.
7. **muchBeta** reserves the right to refuse service to anyone for any reason at any time.

## Copyright and Content Ownership

1. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, if you set your data to be shared publicly, you agree to allow others to view and share that data.
2. **muchBeta** does not pre-screen content, but mB and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
3. The look and feel of the Service is copyright©2008 **muchBeta, SA**. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from **muchBeta**.
4. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by **muchBeta**, in writing.
5. Unless **muchBeta** has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Service, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

## Data Protection

1. You expressly authorise **muchBeta** to automatically treat the personal data provided for the establishment and fulfilment of this contractual covenant.
2. The “Holder” is granted rights to access, correct, add or withhold data, as well as oppose to their treatment and use for direct marketing purposes or other forms of prospecting, in the terms provided by the Law on the Protection of Personal Data, upon written notice sent to **muchBeta**, responsible for the treatment of those data, and addressed to [info@lawrd.com](mailto:info@lawrd.com).

If you have any questions regarding this Terms of Service or if you wish to discuss the terms and conditions contained here please contact us to support at [www.LAWRD.com](http://www.LAWRD.com).